SCC Communications Corp.

P.S.C.	Ky.	Ado	ption	Notice	No.	1
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ADOPTION NOTICE

	The undersigned Int	rado Commu	nicati <u>ón</u>	s Inc.		
	<u> </u>	(Name of Uti	lity) Systen	n		
of	Delaware	here	eby adopts,	, ratifies, a	nd makes	its own, in
	ry respect as if the same ha					
sup	plements containing rates, rule	es and regulat	ions for fur	nishing <u>e</u>	mergency	<u> </u>
соп	munications se	rvicesat				
	ture of Service)		•		i	
in th	ne Commonwealth of Kentuck	y, filed with th	e Public Se	ervice Com	ımission o	f Kentucky
by "	SCC Communicat	ions Corp.	S - J			
	,	(Name or I	Predecess	ar)		
of_	Delaware	, and in eff	ect on the	1st_day	of <u>Feb</u>	cuar <u>v</u>
		the date on wh				
	SCC Communica					
		(Name	of Predect	essor)		•
was	s taken over by it.				2001	
	This notice is issued on the	e day of _	July		,¥9 <u> </u> , ir	n conformity
with	1 807 KAR 5:011, Section 11,	of the Regulat	ions for the	filing of Ta	riffs of Pu	blic Utilities
wit	h the Public Service Commis	sion of Kentud	cky.			
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				<u>Communicat</u>	_	* * *
		By	Rel	udda	E. 130	swell
	- «			E. Boswell ry Counsel	OF	RVICE COMMISSION KENTUCKY FFECTIVE
Αu	thorized by K.P.S.C. Order N	ło			JUL	. 2 0 2001

PURSUANT TO 807 KAR 5:011, SECTION 9 (1)

SECRETARY OF THE COMMISSION

SCC COMMUNICATIONS CORP.

REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES APPLYING TO EMERGENCY COMMUNICATIONS SERVICES WITHIN

KENTUCKY

OF KENTUCKY
EFFECTIVE

FEB 01 2001

PURSUANT TO 807 KAR 5:011,

Issued: December 22, 2000

Issued By:

Craig W. Donaldson

Vice President and Chief General Counsel

6285 Lookout Road Boulder, CO 80301 Effective: February 1, 2001

Kentucky Public Service Commission No. 1 TABLE OF CONTENTS

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Kentucky Public Service Commission No. 1 CHECK SHEET

First Revised Page No. 1 Cancels Original Page No. 1

CHECK-SHEET

The sheets of this Tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

SHEET	DEVICION	SHEET	REVISION	SHEET	REVISION
	REVISION		Cont'd	SECTION 5	KEVISION
Title Sheet	Original	SECTION 2		SECTION 3	Ori oin al
Table of Contents	1 st Revised*	15	Original	1 2	Original
CHECK SHEET	1 st Revised*	16	Original	2	Original
SECTION 1	Original	18	Original	3	Original
1	Original	19	Original	4	Original
2	Original	20	Original		
3	Original	21	Original	SECTION 6	·
4	Original	22	Original	1	Original
5	Original	23	Original		
6	Original	24	Original		
		25	Original		
SECTION 2		26	Original		
1	Original	27	Original		
2	Original	28	Original		
3	Original	29	Original		
4	Original	30	Original		
5	1st Revised*	31	Original		
6	Original	32	Original		
7	Original	33	Original *		
8	Original				
9	Original				
10	Original	SECTION 3			
11	Original	1	Original		
12	Original				
13	Original	SECTION 4			
14	Original	1	Original	1	

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> PURSUANT TO 807 KAR 5:011, SECTION 9 (1)

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SECRETARY OF THE COMMISSION

1. APPLICATION AND REFERENCE

1.1 APPLICTION OF TARIFF

- 1.1.1 This Tariff contains the regulations, terms, conditions, and maximum rates and charges applicable to intrastate exchange and network services and equipment furnished by SCC Communications Corp., hereinafter referred to as SCC or the Company.
- The Company's services are available to Business Customers, Residence Customers, Public Agencies, Loca Exchange Carriers, Wireless Service Providers and Telematics Service Providers.
- 1.1.3 The Company's Kentuck, service territory is statewide.
- 1.1.4 Service is available where facilities permit.

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PURSUANT TO 807 KAR 5.0+1, SECTION 9 (1) BY: Stephan Bus

SECRETARY OF THE COMMISSION

Effective: February 1, 2001

1.2 TARIFF FORMAT

1.2.1 OUTLINE STRUCTURE

<u>Paragraph Numbering Sequence</u> - There are various levels of alphanumeric coding. Each level of coding is subservient to its next higher level. The following is an example of the numbering sequence suggested for use in tariffs.

2.1

2.1.1.

2.1.1.1.1.

2.1.1.1.1.1.

1.2.2 SHEET NUMBERING

Sheet Numbering - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the Tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.

1.2.3 SHEET REVISION NUMBERS

<u>Sheet Revision Numbers</u> - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14.

1.2.4. CHECK SHEETS

Check Sheets: When a tariff filing is made with the Kentucky Public Service Commission, an undated check sheet accompanies the tariff filing. The check sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on the check sheet if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some pages). The tariff user should refer to the latest check sheet to find the commission.

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6285 Lookout Road Boulder, CO 80301 PURSUANT TO 807 KAR 5:011, SECTION 9 (1)

SECRETARY OF THE CONTINUES

1.2.5 RATE TABLES

Within rate tables, four types of entries are allowed:

- Rate Amount

The rate amount indicate; the dollar value associated with the service.

- A dash "-"

The dash indicates that there is no rate for the service or that a rate amount is not applicable under the specific column header.

- A footnote designato: "[1]"

The footnote designator indicates that further information is contained in a footnote.

- ICB

The acronym "ICB" indicates that the product/service is rated on an individual case

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1.3 EXPLANATION OF CHANGE SYMBOLS

SYMBOL

EXPLANATION

- (C) To signify changed regulation, term or condition
- (D) To signify discontinued material
- (I) To signify rate increase
- (L) To signify material moved from or to another part of the Tariff with no change, unless there is another change symbol present
- (N) To signify new material, new rates or regulations
- (R) To signify rate reduction
- (T) To signify a change in text but no change in rate, regulation, term or condition

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1.4 EXPLANATION OF ABBREVIATIONS

AMA	Automatic Message Accounting
ANI	Automatic Number Identification
ALI	Automatic Location Identification
ASCII	American Standard Code for Information Interexchange
Bps	Bits per second
CAMA	Centralize: Automated Message Accounting
CCITT	The International Telegraph and Telephone Consultative
	Committee
CCSA	Common Control Switching Arrangement
CNCC	Customer Network Control Center
CO	Central Office
Cont'd	Continued
cps	Cycles per second
CRDB	Coordinate Routing Data Base
CRT	Cathode Ray Tube
dB	Decibel
DC	Direct Current
DID	Direct-Invard-Dialing
ECN	Emergency Communications Network
ESS	Electronic Switching System
FCC	Federal Communications Commission
FGD	Feature Group D
GMT	Greenwich Mean Time
Hz	Hertz
IXC	Interexchange Carrier
Kbps	Kilobits per Second
kHz	Kilohertz
LEC	Local Exchange Carrier
MSAG	Master Street Address Guide PUBLIC SERVICE COMMISSION
MHz	Megahert:: OF KENTUCKY
NPA	Numbering Plan Area EFFECTIVE
PBX	Private Branch Exchange
PSAP	Public Safety Answering Point FEB 0 1 2001
SRA	Selective douting Arrangement
SS 7	Signaling System 7 PURSUANT TO 807 KAR 5011
WSP	Wireless Service Provider
	RY Stephani Bug
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Kentucky Public Service Commission Tariff No. 1 SECTION No. 1 Original Page No. 6

1.5 TRADEMARKS, SERVICE MARKS AND TRADE NAMES

9-1-1 SafetyNetSM Service Mark of SCC Communications Corp.

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6285 Lookout Road Boulder, CO 80301

2. GENERAL REGULATIONS – CONDITIONS OF OFFERING

2.1. **DEFINITION OF TERMS**

9-1-1

A three-digit telephone number used to report an emergency situation requiring a response by a public agen; y such as a fire department or police department.

9-1-1 Call

For purposes of this tariff, the term "9-1-1 call" includes emergency calls originated by other communications devices including, but not limited to, Telematics devices.

9-1-1 Failure or Outage

A situation in which 9-1-1 calls cannot be transported from the end user to the Public Safety Answering Point (PSAP) responsible for answering the 9-1-1 emergency calls.

Access Line

An arrangement from a local exchange telephone company or other common carrier, using either dedicated or switched access, which connects a Customer's location to SCC's location or switching center.

Authorized User

A person, firm, or corporation which is authorized by the Customer or joint user to be connected to the service of the Customer or joint user, respectively. An authorized user must be specifically named in the application for service.

Automatic Numbering Identification (ANI)

A type of signaling provided by a local exchange telephone company that automatically identifies the local exchange line from which a call originates.

Automatic Location Identification (ALI)

The automatic display, on equipment at the PSAP, of the location of the caller's telephone number, the address for the telephone, including non-listed and non-published numbers and addresses, and other information about the caller's location.

Basic Local Exchange Carrier

Any person holding a Certificate or Authority to Operate issued pursuant to Kentucky Rules to offer local exchange telecommunications services whether as a facility based carrier or as a reseller.

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Kentucky Public Service Commission Tariff No. 1 **SECTION No. 2**

Original Page No. 2

Basic Local Exchange Service or Basic Service

The telecommunications service that provides a local dial tone line and local usage necessary to place or receive a call within an exchange area and any other services or features that may be added by the Commission.

Bit

The smallest unit of information in the binary system of notation.

Building

A structure occupied by one or more Customers.

Campus

A group of two or more buildings or spaces located on a single owned continuous or contiguous property.

Central Office (CO)

A switching unit providing telecommunication services to Customers, designed for terminating and interconnecting lines and trunks. More than one CO may be located in a building.

Central Office Line

See "Exchange Access Line."

Certified Telecommunications Provider

Providers of telecommunications local exchange service who are certified with the Kentucky Public Service Commission as a Local Exchange Services Provider.

Common Carrier

An authorized company or entity providing telecommunications services to the public.

Company

Refers to SCC Communications Corp.

Coordinate Routing Data Base (CRDB)

As used in this Tariff CRDB is used to describe a coordinate based call management system utilized to route emergency calls through the ECN to the appropriate 9-1-1 Selective Routing Tandem or PSAP.

Customer

A person, firm, corporation, or governmental agency responsible for paying the telecommunication bills and for complying with the rules and regulations of the

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Company.

Dedicated

A facility or equipment system or subsystem set aside for the sole use of a specific Customer.

Demarcation Point

The point of interconnection between the Company's regulated telecommunications facilities and terminal equipment, protective apparatus or wiring at the premise. The demarcation point location will be within twelve inches (12) of the protector, or when there is no protector, within twelve inches (12) (or as close as practicable) of the point at which the cable/wire enters the Customer premises.

Duplex Service

Service which provides for simultaneous transmission in both directions.

E9-1-1 Features

The ANI, ALI database and selective routing capabilities and all other components of an E9-1-1 system, not including the transport and switching facilities.

E9-1-1 Facilities

The facilities provided by the basic emergency service provider that interconnect to the wireless providers, certificated basic local exchange carriers, and other services that are used to transport E9-1-1 and other emergency calls to the PSAP. The facilities may include the use of E9-1-1 tandems or direct trunking of E9-1-1 calls to the PSAPs.

E9-1-1 Tandem or 9-1-1 Selective Routing Tandem

The switch that receives E9-1-1 calls from the originating local exchange central offices, employs the ANI information associated with such calls from the originating central office, determines the correct destination of the call, and forwards the call and the ANI information to that destination.

E9-1-1 Trunks

The facilities that connect from the central office serving the individual telephone that originates a 9-1-1 call to the E9-1-1 tandem and connect the tandem to the PSAP. These may include, but are not limited to, point-to-point private line facilities. Common or shared facilities also may be used subject to the provisions of these rules.

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BY: Sephand Fig. 1.

Emergency Communications Network (ECN)

A telephone network consisting of automated and manual call processing steps used to aggregate, transport and deliver emergency calling information to the appropriate 9-1-1 Selective Routing Tandem or PSAP.

Emergency Telephone Se vice

A telephone system using the three-digit number 9-1-1 to report police, fire, medical or other emergency situations.

End User

The term "End User" de otes any Customer of an intrastate telecommunications service that is not a carrier.

Enhanced 9-1-1 (E9-1-1)

An emergency telephone service that includes ANI, ALI (including non-listed and non-published numbers and addresses), and (optionally) selective routing, to facilitate public safety response.

Entrance Facilities

Those facilities from the property line to the point at which the cable enters the premises and terminates at the protector.

Facilities

Central office equipment, supplemental equipment, apparatus, wiring, cables (outside plant) and other material and mechanisms necessary to or furnished in connection with the services of the Company.

Fiber Optic Cable

A thin filament of glass with a protective coating through which a light beam carrying communications signals may be transmitted by means of multiple internal reflections to a receiver, which translates the message.

Geographic Area

The area such as a city county, municipality, multiple counties, or other areas defined by a governing body or other governmental entity for the purpose of providing public agency response to 9-1-1 calls.

Governing Body

A board of county commissioners of a county or the city council or other governing body of a city, city and county, or town or the board of directors of a special district.

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Holiday

New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, or Christmas Day.

Individual Case Basis (ICB)

A service arrangement in which the regulations, rates, charges and other terms and conditions are developed based on the specific circumstances of the case. ICB Contracts will be filed with the Kentucky Commission.

(N)

Inside Wire

Wiring located on the building owner's/Customer's side of the demarcation point. Such wiring is deregulated. Installation and maintenance of Inside Wiring is the responsibility of the Customer or premises owner.

Local Access and Transport Area (LATA)

A geographical area established by the U.S. District Court for the District of Columbia in Civil Action No. 82-0192, within which a local exchange company provides communications services.

Local Exchange Service

The furnishing of telecommunications services by a Local Exchange Provider to a Customer within an exchange for local calling. This service also provides access to and from the telecommunication network for long distance calling. The Company is not responsible for the provision of local exchange service to its Customers.

Master Street Address Guide (MSAG)

The file of street names and ranges defining emergency service agencies particular to a telephone number.

Maintenance of Service

Maintenance of Service (Trouble Isolation) denotes an occurrence of a visit to a Customer's premises in connection with a service difficulty when it is determined that the difficulty is due to a condition in Customer-provided facilities, terminal equipment, a communication system or for Customer-maintained premises wire. When a Maintenance of Service visit is made, Premises Work Charges will apply.

Megabits, denotes millions of bits per second.

Minimum Point of Entry

PUBLIC SERVICE COMMISSION The closest practicable point to where regulated facilities of the Company English ALCKY **EFFECTIVE**

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Vice President and Chief General Counsel

property line or enter a building.

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National Emergency Number Association (NENA)

An international not-for-profit organization whose purpose is to lead, assist, and provide for the development, availability, implementation and enhancement of a universal emergency telephone number or system common to all jurisdictions through research, planning, publications, training and education.

Network Control Signaling

Transmission of signals used in the telecommunications system which perform functions such as supervision (control, status, and charging signals), address signaling (e.g., dialing), calling and called number identification, audible tone signals (call process signals indicating reorder or busy conditions, alerting tones) to control the operating of switching equipment in the system.

Network Facilities

All Company facilities from the central office up to and including the Standard Network Interface at the demarcation point.

Non-listed service

Telephone numbers that are not published in the telephone directory but are available through directory assistance.

Non-published service

Telephone numbers that are neither published in the telephone directory nor available through directory assistance.

Nonrecurring Charge

A charge associated with a given service or item of equipment which applies on a per service and/or a per item basis each time the service or item of equipment is provided or changed.

Pseudo Automatic Number Identification (pANI)

The pseudo number associated with Non Call Path Associated wireless 9-1-1 call delivery and used for query into routing databases.

Person

Any individual, firm, partnership, copartnership, limited partnership, joint venture, association, cooperative organization, limited liability corporation, corporation (municipal or private and whether organized for profit or not), governmental agency, state, county, political subdivision, state department, commission, board, or bureau, fraternal organization, no profit organization, estate, trust, business or common trust, receiver, assignee for the benefit of creditors, trustee, or trustee in bankfup over or any other service user.

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SECTION 9 (1)

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Premises

See "Same Premises."

Premises Work Charge

A time-sensitive one-time charge that applies to Customer requested work done by the Company on the Customer's side of the Network Interface.

Private Branch Exchange (PBX)

An arrangement which comprises manual and/or automatic common equipment, wiring and station apparatus, and which provides for interconnection of main station lines associated with an attendant position and/or common equipment located on the Customer's premises or extended to another premises of the same Customer.

PBX Service

This service provides for centralized processing of exchange access by stations through groups of Central Office trunks, WATS lines, etc., or with other communication systems through voice circuits connected to the common equipment. Interconnection between stations through the common equipment is an inherent feature of the service.

Protector

An electrical device located in a central office, a Customer premises or any where along the telecommunications facility path. This device protects both the Company's and the Customer's property and facilities from high voltages and surges in current.

Public Agency

Any city, city and county, town, county, municipal corporation, public district, or public authority located in whole or in part within this state which provides or has the authority to provide fire fighting, law enforcement, ambulance, emergency medical, or other emergen: y services.

Public Safety Answering Point (PSAP)

A facility equipped and staffed to receive 9-1-1 calls from the basic emergency service provider. PSAPs operate under the direction of the governing body and are responsible to direct the disposition of 9-1-1 calls.

Reseller of Basic Local Exchange Service (Resellers)

PUBLIC SERVICE COMMISSION

For the purpose of this Tariff, a reseller of basic local exchange service is spitoling basic local exchange service.

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Kentucky Public Service Commission Tariff No. 1 SECTION No. 2

Original Page No. 8

Routing

The central office programming required to transport a 9-1-1 call to the correct E9-1-1 Tandem.

Same Premises

All the space in the same building in which a Customer has the right of occupancy to the exclusion of others or shares the right of occupancy with others; and all space in different buildings on continuous property, provided such buildings are occupied solely by one Customer. Foyers, hallways, and other space provided for the common use of all occupants of a building are considered the premises of the operator of the buildings.

Shared Facility

A facility or equipment system or subsystem which can be used simultaneously by several Customers.

Selective Routing

The capability of routing an E9-1-1 call to a designated PSAP based upon the seven-digit or ten-digit telephone number of the subscriber dialing 9-1-1.

Standard Network Interface (SNI)

A standard Federal Communications Commission (FCC) registration jack or its equivalent, which is provided, installed, owned and maintained by the Company at the Customer's premises. The SNI is placed at the point on the Customer's premises where all premises services are connected to the telecommunication's network via Company or Customer owned facilities/wire.

Supporting Structure

Consisting, of, but not limited to, pipes, conduits, risers, poles, trenches, backboards, plenum spaces, etc., as required for the physical placement, protection and support of telecommunications facilities. These structures are furnished, installed and maintained at the expense of the premises owner for use by the Company in terminating regulated facilities.

TDD/Text Phone

A telecommunications divice for use by deaf persons that employs graphic communication in the transmission of coded signals through a wire or radio communication system.

OF KENTUCKY

Telecommunications Device for the Deaf (TDD)/Text Phone Emergency Access

Provides 9-1-1 access to individuals that use TDDs and computer moderns 01 2001

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Telecommunications Service Priority (TSP)

Denotes the regulatory, administrative, and operational system developed by the federal government to ensure priority provisioning and/or restoration of National Security Emergency Preparedness (NSEP) telecommunications services. The FCC defines NSEP telecommunications services as those services which are used to maintain a state of readiness or to respond to and manage any event or crisis, which causes or could cause harm to the population, damage to or loss of property, or degrades or threatens the MSEP posture of the United States.

Telecommunications Relay Services

These services provides the ability for hearing- or speech-impaired individuals to communicate, by wire or radio, with a hearing individual in a manner that is functionally equivalent to communication by an individual without a hearing or speech impairment. This definition includes telecommunication relay services that enable two-way communications between an individual who uses a TDD or other non-voice terminal device and an individual who does not use such a device.

Telematics

Personal safety devices utilizing a combination of electronic sensors, wireless communications technologies, and/or location determination technologies to signal or notify Telematics service providers when assistance is required. While Telematics devices are used for non-emergency purposes such as roadside assist or concierge services, navigation assistance, and vehicle tracking, the services described herein are specifically designed to facilitate the delivery of emergency Telematics calls to the appropriate responding agencies, where facilities permit.

Wire Center

The building which houses the local switching equipment (central offices) from which exchange and private line services are furnished and where cable facilities are terminated which furnish telephone service within a designated wire center serving area.

Wire Center Serving Area

The area of the exchange served by a single wire center.

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BY Suphan SECRETARY OF THE COMMENSION

2.2. ESTABLISHING AND FURNISHING SERVICE

These regulations are added to those pertaining to specific service items in other sections. Any change in rates, charges or regulations approved by appropriate governmental authority modifies all service terms and conditions unless otherwise specified in writing pursuant to an ICB agreement, the following terms and conditions will apply to the services.

2.2.1. **APPLICATION FOR SERVICE**

- 2.2.1.1. Applications for establishment of service must be made to the Company in writing. These applications become contracts upon approval by the Company and the Customer or the establishment of service, and shall be subject at all times to the lawful rates, charges and regulations of the Company.
- 2.2.1.2. Requests from Customers for additional service or equipment must be made in writing and, upon approval of installation of the service, become a part of the original contract, except that each additional item is subject to the appropriate Tariff rates, charges and initial contract period, if any.
- 2.2.1.3. Any change in rates, charges or regulations authorized by the legally constituted authorities will act as a modification of all contracts to that extent without further notice.

2.2.2. **REFUSAL OF SERVICE**

The Company reserves the right to refuse an application for service made by a present or former Customer who is indebted to the Company for service previously furnished, until the indebtedness is satisfied.

PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE

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PURSUANT TO 807 KAR 5:011, SECTION 9 (1)

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Issued By: Craig W. Donaldson

Vice President and Chief General Counsel

6285 Lookout Road Boulder, CO 80301 Effective Pebruario 1,2001 SECRETARY OF THE COMMISSION

2.2.3. CANCELLATIONS AND DEFERMENTS

When the Company advises a Customer that ordered services are available on the requested due date, and the Customer is unable or unwilling to accept service at that time, the facilities will be held available for the Customer for a 30 business day grace period. If after 30 business days the Customer has still not accepted service, regular monthly billing for the ordered services may begin, or the facilities will be released for other service order activity, and cancellation charges (non-recurring charges that would have applied had the service been installed) may be applied. These cancellation and deferment provisions apply to requests for all Company services.

2.2.4. **USE OF SERVICE**

- 2.2.4.1. Customer service will be jurnished to business Customers for:
 - The Customer:
 - The Customer's employees and representatives;
 - Customers who share the Company's service;
 - Joint users of Compar y provided services.
- 2.2.4.2. SCC's services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of SCC's services.
- 2.2.4.3. SCC's services are available for use twenty-four (24) hours per day, seven (7) days per week.

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2.2.5. **OBLIGATION TO FUNNISH SERVICE**

- 2.2.5.1. The Company's obligation to furnish service or to continue to furnish service is dependent on its ability to obtain, retain, and maintain with just and reasonable earnings, suitable rights and facilities, and to provide for the installation of those facilities required to the furnishing and maintenance of that service. At the option of the Company, in managing its facilities, certain regular service restrictions may be temporarily imposed at locations where new or additional facilities being constructed are not readily available to meet service demands.
- 2.2.5.2. The Company shall not be required to furnish, or continue to furnish, facilities or service where the circumstances are such that the proposed use of the facilities or service would tend to adversely affect the Company's plant, property or service.
- 2.2.5.3. The Company reserves the right to refuse an application for service made by a present or former Customer who is indebted to the Company for service previously rendered pursuant to this Tariff until the indebtedness is satisfied.
- 2.2.5.4. When connections are requested and facilities to provide the required connections at the CO normally designated to serve the premises of the Customer are inadequate, facilities may be furrished from another CO to provide the requested interconnection. Under such circumstances additional monthly rates and installation charges will apply.
- 2.2.5.5. The Customer shall be responsible for making arrangements or obtaining permission for safe and reasonable access for Company employees or agents of the Company to enter the premises of the Customer or any joint user or Customer of the Customer at any reasonable hour for the purpose of inspecting, repairing, testing or removing any part of the Company's facilities.

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SECTION (1)
BY Stephan

Effective: February 1, 2001

2.2.6. LIMITED COMMUNICATION

The Company reserves the right to limit use of its services when emergency conditions arise that cause a shortage of facilities.

2.2.7. **RESALE/SHARING OF SERVICE**

Service on Customers' premises furnished by the Company shall not be used for performing any part of the work of transmitting, delivering, or collecting any message where any toll or consideration has been or is to be paid any party other than the Company, without written consent of the Company.

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SECTION 9 (1)
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2.2.8. TERMINATION OF SERVICE – COMPANY INITIATED

- 2.2.8.1. Suspension or Termination for Nonpayment
 - In the event that any bill rendered or any deposit required is not paid, the Company may suspend service or reminate service until the bill or the required deposit has been paid. If the service is suspended or terminated for nonpayment, the Customer will be billed nonrecurring connection charges as well as any payment due and any applicable deposits upon reconnection. Under no circumstances shall service be terminated before twenty (20) days after the mailing date of the original unpaid bill.
- 2.2.8.1.1. Termination shall not be made until at least 15 days after written notification has been mailed by first class postage prepaid mail to the billing address of the Customer, followed by a second written notice 5 days prior to discontinuance of service.
- 2.2.8.1.2. The Company may discontinue service during business hours on or after the date specified in the notice of discontinuance. The Company will not disconnect service on a day when the offices of the Company are not available to facilitate reconnection of service or on a day immediately preceding such a day.
- 2.2.8.1.3. In the event the Company terminates service for non-payment, the Customer may be liable for all reasonable costs of collection including reasonable court costs, expenses, and fees as determined by the Commission or by the court.
- 2.2.8.2. Telephone service shall not be suspended or terminated for:
- 2.2.8.2.1. Nonpayment for service for which a bill has not been rendered.
- 2.2.8.2.2. Nonpayment for service which have not been rendered.
- 2.2.8.2.3. Nonpayment of any billed charge which is in dispute or for the nonpayment of a deposit which is in dispute during the period before a determination of the dispute is made by the Company in accordance with the Company's complaint handling procedures.

 OF KENTUCKY

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- 2.2.8.3. Verification of Nonpayment

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2.2.8.3.1. Service shall not be sust ended or terminated for nonpayment/eff tability endered or a required deposit unless:

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- 2.2.8.3.2. The Company has verified that payment has not been received at any office of the Company or at any office of an authorized collection agent through the end of the period indicated in the notice, and
- 2.2.8.3.3. The Company has checked the Customer's account on the day that suspension or termination is to occur to determine whether payment has been posted to the Customer's account as of the opening of business on that day.
- 2.2.8.4. Dishonored Checks

If a Customer who has received a notice of discontinuance pays the bill with a check that is subsequently dishonored, the account remains unpaid and the Company is not required to issue any additional notice before disconnecting service.

2.2.8.5. Termination For Cause Other Than Nonpayment
The Company, after notice in writing to the Customer and after having given the
Customer an appropriate opportunity to respond to such notice, may terminate
service and sever the connections(s) from the Customer's premises under the
following conditions:

- 2.2.8.5.1 General
- 2.2.8.5.1.1 In the event of prohibited unlawful or improper use of the facilities or service, or any other violation by the Customer of the rules and regulations governing the facilities and service furnished, or
- 2.2.8.5.1.2 If, in the judgement of the Company, any use of the facilities or service by the Customer may adversely affect the Company's personnel, plant property or service, service. The Company shall have the right to take immediate action, including termination of the service and severing of the connection, without notice to the Customer when injury or damage to Company personnel, plant, property or service is occurring, or is likely, or
- In the event of unauthorized use, where the Customer fails to take reasonable steps to prevent the unauthorized use of the facilities or service reasonable Company, or

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- 2.2.8.5.1.4 In the event service is connected for a Customer who in indebted to the Company for service or facilities previously furnished, that service may be terminated by

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SCC COMMUNICATIONS CORP. 6285 Lookout Road Boulder, CO 80301-3343

Kentucky Public Service Commission Tariff No. 1 SECTION No. 2 Original Page No. 16

•	the Company unless the Customer satisfies the indebtedness within 20 days after written notification, or			
2.2.8.5.1.5	The Company may terminate service to a Customer without advance notice if it has determined it has evidence that a customer has obtained unauthorized service by illegal use or theft.			
2.2.8.5.2	Prohibited, unlawful or improper use of the facilities includes, but is not limited to:			
2.2.8.5.2.1	The use of facilities or service of the Company without payment of tariff charges;			
2.2.8.5.2.2	The use of profane or obstene language;			
2.2.8.5.2.3	The use of the service in such manner such that it interferes with the service of other Customers or prevents them from making or receiving calls;			
2.2.8.5.2.4	Permitting fraudulent use includes the use of facilities of the Company to transmit a message or locate a person otherwise to give or obtain information, without the payment of a toll charge.			
2.2.8.5.2.5	For noncompliance with state, local or other codes after the customer has been given at least ten (10) da,'s written termination notice unless ordered to terminate service immediately by a governmental official.			
2.2.8.5.3	Abandonment or Unauthorized Use of Facilities			
2.2.8.5.3.1	If it is determined that facilities have been abandoned, or are being used by unauthorized persons, or that the Customer has failed to take reasonable steps to prevent unauthorized use, the Company may terminate service.			
2.2.8.5.3.2	In the event service is terminated for abandonment of facilities or unauthorized use and service is subsequently restored to the same Customer at the same location.			
2.2.8.5.3.2.1	No charge shall apply for the period during which service had been terminated, and			
2.2.8.5.3.2.2	Reconnection charges will apply when service is restored. However, no charge shall be made for reconnection if the service was terminated the to an error on the part of the Company. OF KENTUCKY EFFECTIVE			

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2.2.8.5.4 Change in the Company's Ability to Secure Access

Any change in the Company's ability (a) to secure and retain suitable facilities and rights for the construction and maintenance to the necessary circuits and equipment or (b) to secure and retain suitable space for its plant and facilities in the building where service is provided to the Customer may require termination of a Customer's service until such time as new arrangements can be made. No charges will be assessed the Customer while service is terminated, and no connection charges will apply when the service is restored.

2.2.8.5.5 Emergency Termination of Service

The Company will immediately terminate the service of any Customer, on request, when the Customer has reasonable belief that the service is being used by an unauthorized person or persons. The Company may require that the request be submitted in writing.

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2.2.9 SPECIAL SERVICES

- 2.2.9.5 General
- 2.2.9.5.1 The rates and charges quoted in the Tariffs of the Company contemplate the use of service arrangements, equipment and facilities in quantities and types regularly furnished by the Company. Where equipment, facilities, or service arrangements are requested which are not provided for in the Company's applicable Tariffs, monthly rates and one-time charges, such as nonrecurring and construction charges, will apply based on the circumstances in each case.
- 2.2.9.5.2 These special equipment and service items will be provided whenever, in the judgment of the Company, there is a valid reason for providing the service requested. In such cases, the Company reserves the right to require an initial contract period commens trate with relevant circumstances.
- 2.2.9.5.3 The rates and charges specified contemplate that work will be performed during regular working hours and that work once begun will not be interrupted by the Customer. If, at the request of the Customer, work is performed outside of regular working hours, either to meet the Customer's convenience or because the time allowed is insufficient to permit completion during regular hours or if the Customer interrupts work which has begun, the Customer may be required to pay any additional costs incurred.
- The rates and charges quited in the Tariffs of the Company contemplate the use of standard procedures and practices for furnishing service, equipment and facilities. Where the Customer requests special procedures or practices, such as expedited material handling or shortened installation intervals through the use of overtime, etc., additional rates and charges will apply based on the circumstances in each case. These special practices or procedures will be provided at the discretion of the Company, depending upon each individual case.

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2.2.10 TERMINATION OF SERVICE 2.2.10.5 **Initial Contract Period** 2.2.10.5.1 An initial contract period of one year will apply unless otherwise specified. 2.2.10.5.2 Where service is disconrected and subsequently reestablished at the same location for the same or a different Customer, a new initial contract period will apply, whether or not the equipment has been removed. 2.2.10.5.3 Where the provision of service requires unusual costs or involves special assemblies of equipment, or where the provision of service requires construction of facilities for possible short term use, the Company reserves the right to require an initial contract period longer than one year in addition to any construction charge that may be applicable. 2.2.10.6 Charges for Termination of Service 2.2.10.6.1 Nonrecurring charges do not apply to disconnect service unless otherwise specified. 2.2.10.6.2 After the expiration of the initial contract period, service may be terminated upon reasonable advance notice to the Company and payment of all charges due to the date of termination of the services. 2.2.10.6.3 Prior to the expiration of the initial contract period, service may be terminated upon reasonable advance notice to the Company and upon payment of the termination charges hereinafter provided, in addition to all charges for the period service has been rendered. Cancella on notice requirements and termination liabilities will be specified in a written contract or service agreement. 2.2.10.7 Service Involving Unusual Cost Where the provision of service requires construction of facilities for possible short term use, or involves un sual costs or special assemblies of equipment, the initial contract period and termination charge base will be determined by the Company in OF KENTUCKY OMMISSION each individual case. **EFFECTIVE**

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PURSUANT TO 807 KAR 5.011.

SECTION 9 (1)

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Kentucky Public Service Commission Tariff No. 1 SECTION No. 2 Original Page No. 20

2.2.10.8 Termination Liability

Services provided via service agreements will be subject to Termination Liability.

2.2.10.8.1 **Definitions**

Minimum Service Period

When services are provided under a service agreement, a Minimum Service Period may be established. This would be the period of time that the 100% factor of the Termination Liability Charge would apply.

2.2.10.8.2 Complete Disconnect

If the Customer chooses to completely discontinue service, at any time during the term of the agreement, a termination charge will apply. The termination charge will be determined on an individual case basis.

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2.3 **PAYMENT FOR SERVICE**

2.3.8 CUSTOMER RESPONSIBILITY

The Customer is responsible for payment of all charges for facilities and services furnished the Customer including charges for services originated, or charges accepted, at such facilities.

2.3.9 PAYMENT OF BILLS

- 2.3.9.5 Customers will either be billed directly by the Company or its intermediary, or charges will be included in the Customer's regular bill pursuant to billing and collection agreements established by the Company or its intermediary with the applicable Customer.
- 2.3.9.6 Unless otherwise specified, all charges for Company-provided services, equipment and facilities, exclusive of usage or transaction sensitive charges, start the day after service is installed, continue through the day service is disconnected and are payable monthly in advance. Charges for usage or transaction related services are payable monthly except the Company reserves the right to require payment of such charges at more frequent intervals.
- 2.3.9.7 When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days.
- 2.3.9.8 In the event a Custome: is indebted to the Company for charges and services previously rendered in K:ntucky, or for service under one or more accounts at the same location, and the Customer does not pay the charges or satisfy such indebtedness, the Company may charge and bill such indebtedness against other accounts of this Customer.
- In the event that payment from a Customer is less than the total amount of all charges owing to the Company and the Customer does not specifically designate the manner in which he wishes to apply said payment, then the Company may apply all or any part of the payments received to such accounts or indebtedness in any manner that the Company deems appropriate. If the Company bills for regulated and non-regulated services on the same bill, payments are applied to the fellolated portion of the bill first unless otherwise specified by the customer.

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- 2.3.9.10 Except as otherwise specified, where the rate to be charged for a particular service is determined by applying a percentage of similar factor to a quoted rate, and such computation results in a fraction, the charge for the service shall be computed to the nearest cent, a half cent being increased to the next higher cent.
- 2.3.9.11 The furnishing of services, equipment and facilities and any indebtedness resulting therewith shall not result in a lien, mortgage or other security interest in any real or personal property of the Customer, unless such indebtedness has been reduced to judgment.
- 2.3.9.12 Service may be discontinued or refused to a Customer for the nonpayment of any sum for service furnished in the State of Kentucky or for the provision of facilities which also have been provided in Kentucky.
- 2.3.9.13 Unless otherwise specified, in the event it becomes necessary for service to be discontinued to a Customer for nonpayment, a written notice of at least 15 days (measured from the date of mailing) will be given to the Customer advising the Customer of the amount due and the date by which the same must be paid. If the Customer fails to pay or make suitable arrangements for payment by said due date, the Company may susper d the service or discontinue the service and remove any or all equipment from the Customer's premises. Suspension will not be made until at least 5 days after the second written notification has been mailed to the Customer and 15 days before the termination notice.
- Payment of bills for service may be made by any means mutually acceptable to the 2.3.9.14 Customer and the Company. Payment that is not honored or paid by the payer's designated financial institution will be considered as nonpayment. A returned payment charge is applicable to the account for each occasion that a payment is returned to the Company for reason of insufficient funds or closed account.

Maximum Charge

Returned Payment Charge

\$20

2.3.9.15 Customers may have the following options as to the method of paying bills for Company provided service(s): PUBLIC SERVICE COMMISSION

At any Company payment depository location;

If by U.S. Mail, by check or money order only;

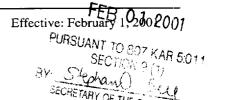
By any means acceptable to financial institutions and the Company. EFFECTIVE

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- 2.3.9.16 Payments received by the Company on or before the due and payable date on the Customer's bill will be considered timely, provided the following billing information is remitted with payment:
 - Customer's name;
 - Customer's telephone number
 - Customer's address;
 - Customer's Account (ode (if applicable);
 - Customer's account type;
 - Amount of payment;
 - Other information as required by the service agreement.
- 2.3.9.17 Payments received by the Company after the due and payable date on the Customer's bill, but at least one day before the termination date on the suspension notice, may result in discontinuance of the Customer's service unless the following billing information is remitted with the payment:
 - All of the items enum: rated in 2.3.9.16, and
 - The final payment date before discontinuance for nonpayment.
- 2.3.9.18 The Customer shall have the right of paying such delinquent account, which shall include any subsequent tell for service which has become delinquent, at any time prior to the actual disconnection of the Customer's service. The Company will not be responsible if a Customer's service is discontinued after payment has been remitted, unless the payment is timely, as set forth in 2.3.9.16. or, if the payment is not timely, the requirements of 2.3.9.17 have not been met.

2.3.10 LATE PAYMENT CHARGES

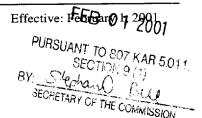
- 2.3.10.5.1 Customer bills for telephone service are due on the due date specified on the bill. A maximum late payment charge of 1.5% per month applies to all billed balances that are not paid by the billing date shown on the next bill.
- Collection procedures, temporary disconnection of service, and the requirements for deposit are unaffected by the application of a late charge. The late payment charge does not extend the time for payment or otherwise enlarge or change che payment content of the late of

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- 2.3.10.5.3 The late payment charge does not apply to the following:
 - Bills mailed more than ten days after bill date.
 - Final bills.
 - One time miscellaneous bills.
 - Billed amounts under dispute that are resolved to the Company's satisfaction in the Customer's favor.
 - To government agencies of the State of Kentucky.
- 2.3.10.5.4 The Company is entitled to recover from the Customer the Company's cost of collection including reasonable attorney fees.
- 2.3.10.5.5 A late penalty may be assessed only once on any bill for rendered services. Any payment received shall be first applied to the bill for service rendered. Additional penalty charges shall not be assessed on unpaid penalty charges.

2.3.11 ADJUSTMENT OF CHARGES

- 2.3.11.5 Interruptions
- 2.3.11.5.1 For the purpose of apply ng this provision, the word "interruption" shall mean the inability to complete calls either incoming or outgoing or both. Interruption does not include, and no credit allowance shall be given for, service difficulties such as busy circuits or other network and/or switching capacity shortages or as further defined.
- 2.3.11.5.2 The credit allowance will not apply where service is interrupted by the negligence or willful act of the Customer or the failure of facilities provided by the Customer, or where the Company, pursuant to the terms of the Tariff, suspends or terminates service because of unlawful or improper use of the facilities or services, or any other reason covered by the Tariff or as further defined.
- 2.3.11.5.3 No credit allowance shall be made for interruptions in service due to electric power failure where, by the provisions of this Tariff or as further defined; the Customer is responsible for providing electric power.
- 2.3.11.5.4 Should any such error, mistake, omission, interruption, failure, delay, defect or malfunction of equipment or facilities result in an interruption or failure of jurisdictional service to a Customer for more than eight hours during a continuous 24-hour period after being reported by the Customer or discovered by the Company, whichever occurs first, ar appropriate adjustment shall be made automatically with the continuous EFFECTIVE

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Company to the Customer's bill. The adjustment, unless further defined, shall be a credit allowance on the monthly bill of 1/30 of the tariff monthly rate for all jurisdictional services and facilities affected by such interruption or failure for each occurrence of more than eight hours in a continuous 24-hour time period after notice by the Customer or discovery by the Company, whichever occurs first. Credit allowances in any billing period shall not exceed the total charges for that period for the services and facilities that are affected by the interruption or failure.

- 2.3.11.5.5 In addition and not by way of limitation, in the event that there is a delay in installation of service, if any service date is promised, or any failure to service or properly maintain the tems of service as provided for herein concerning maintenance or any failure to repair or replace the items of service as provided in 2.3.11.5.4 then the refurds provided in 2.3.11.5.4 shall be the exclusive remedy against the Company.
- 2.3.11.5.6 Under all circumstances set forth above, the Company shall not be liable to the Customer or any other persons for special, incidental, punitive or consequential damages, losses, expenses, or costs, if any.

2.3.5 **CUSTOMER COMPLAINTS**

2.3.5.1 A customer may complain to the Company in person, by telephone, or in writing. Upon receipt of a customer complaint, SCC shall promptly investigate the matter. Records shall be maintained for two (2) years from the date of resolution of the complaint is not resolved, SCC shall inform the complaint of his right to file a complaint with the Commission and shall give the name and address and telephone number of the Commission. Written complaints to SCC may be sent to:

SCC Communications Ccrp.
Director of Regulatory Compliance
6285 Lookout Road
Boulder, CO 80301-3343

2.3.5.2 Customers may contact SCC at:

Telephone: (303) 581-5610 FAX Number: (303) 581-3900 EMAIL: 911@sccx.com

2.3.5.3 SCC provides a toll free number for customers:

(877) 856-7504

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Vice President and Chief General Counsel

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2.4 LIABILITY OF THE COMPANY

2.4.8 SERVICE LIABILITIES

THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS. EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW. **STATUTORY** OTHERWISE, INCLUDING OR WARRANTIES MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

In view of the fact that the Customer has exclusive control of its communications over the facilities furnished it by the Company, and of the other uses for which facilities may be furnished it by the Company, and because of unavoidable errors incidental to the service; and to the use of such facilities of the Company, the services and facilities fur ished by the Company are subject to the following terms, conditions and limitations

2.4.8.5 Limitations

- 2.4.8.5.1 Except as otherwise provided herein, no liability for direct, incidental punitive or consequential damages shall attach to the Company, its officers, directors, agents, servants or employees, for damages, injuries, or costs arising from errors, mistakes, omissions, interruptions, failures, delays, or defects or malfunctions of equipment or facilities, in the course of establishing, furnishing, maintaining, rearranging, moving, terminating, or changing the service(s) or facilities (including the obtaining or furnishing of information in respect thereof or with respect to the Customer or users of the service or facilities in the absence of willful and wanton conduct, whether a claim for such liability is premised upon breach of contract, breach of warranty, fulfillment of warranty, regligence, strict liability, misrepresentation, fraud, or any other theories of liability.
- 2.4.8.5.2 The sole and exclusive renedy against the Company for an interruption or failure of service resulting from errors, mistakes, omissions, interruptions, failures, delays, or defects or malfunctions o' equipment or facilities shall be as follows: The Company shall repair or replace any item of its facilities or defective part thereof at its expense. The Company shall have the option to decide whether to repair or to replace its facilities. PUBLIC SERVICE COMMISSION

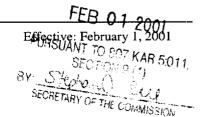
2.4.8.6 Transmission

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Vice President and Chief General Counsel

6285 Lookout Road Boulder, CO 80301



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- 2.4.8.6.1 The Company does not transmit messages but offers the use of its facilities, when available, for communications between parties, each of which is present at a telephone or communications device.
- 2.4.1.2.2. The 9-1-1 emergency telephone number quickly summons emergency service in a crisis. When persons dial "9-1-1" to report an emergency, the telephone number (including non-published numbers) and address may be automatically displayed on a viewing screen located at the 9-1-1 answering centers and the call may also be recorded. The distaly of the calling number and address enables the emergency agency to quickly locate the caller if the call is disrupted by the crisis.
- 2.4.1.2.3. The 9-1-1 caller forfeits the privacy afforded by non-listed and non-published service to the extent that the telephone number, the address and name associated with the originating station location are furnished to the PSAP. Telephone subscribers (published and non-published) consent to the storage and retention of the subscriber name, telephone number and address in the database management systems and also consent to access of this information by Public Agencies for the sole purpose of responding to emergency calls.
- 2.4.1.3. The Customer indemnifies and saves the Company harmless against claims for libel, slander, or infringement of copyright or trade secrets from the material transmitted over the Company's facilities, against claims for infringement of patents arising from combining with, co using in connection with, facilities of the Company, apparatus and systems of the Customer, and against all other claims arising out of any act or omission of the Customer in connection with facilities provided by the Company.
- 2.4.1.4. Connections with other telecommunications providers
 When the facilities or services of other companies are used in establishing connections to points cr services provided to Customers not reached by the Company's facilities, the Company is not liable for any act or omission of the other company or companies and their agents, servants, or employees.
- 2.4.1.5. Defacement of Premises

 The Company shall not be liable for any defacement of, or damage in Customer's premises resulting from the existence of the Company's instruments, apparatus of Company's instrum

defacement or damage is not the result of the negligence of the Company.

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SECTION 9 (1)

BY STORETARY OF THE CO.

SCC COMMUNICATIONS CORP. 6285 Lookout Road Boulder, CO 80301-3343

Kentucky Public Service Commission Tariff No. 1 **SECTION No. 2** Original Page No. 28

9-1-1 2.4.1.5.

> The Company shall not in our any liability, direct or indirect, to any person who dials or attempts to dial the digits "9-1-1" or to any other person affected by the dialing of the digits "9-1-1".

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2.4.2. MAINTENANCE AND REPAIR

- 2.4.2.3. All ordinary expense of maintenance and repair in connection with services provided by the Company is borne by the Company unless otherwise specified.
- 2.4.2.4. Nonrecurring charges do not apply to repair services.

2.4.3. DATABASE ERRORS OR OMISSIONS

2.4.3.3. Notwithstanding any other provisions herein, the Company expressly denies any representation or warranty that database records, data, or other information created, utilized or furnished hereunder will be furnished without interruption or free of errors or omissions. In no event shall the Company, its officers, directors, agents, servants, or employees, be liable for direct, incidental, punitive, or consequential damages for damages, injuries or costs arising from any such interruptions, errors, or omissions, whether a claim for such liability is premised upon breach of contract, breach of warranty, fulfillment of warranty, negligence, strict liability, misreprese tation, fraud, or any other theories of liability.

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2.5. **RESPONSIBILITIES OF THE CUSTOMER**

2.5.1. **LOST OR DAMAGED EQUIPMENT**

- 2.5.1.3. In the case of damage 10, or destruction of, any of the Company's equipment, instruments, apparatus, accessories or wiring due to the negligence or willful act of the Customer and not due to ordinary wear and tear, the Customer will be held responsible for the cost of restoring the equipment, instruments, apparatus, accessories or wiring to its original condition, or of replacing the equipment, instruments, apparatus, accessories or wiring destroyed.
- 2.5.1.4. The Customer is required to reimburse the Company for loss, through theft of equipment, instruments, apparatus, accessories or wiring furnished to the Customer.

2.5.2. BUILDING SPACE AND ELECTRIC POWER SUPPLY

- 2.5.2.3. All operations at the Customer's premises will be performed at the expense of the Customer and will be required to conform to whatever rules and regulations the Company may adopt as necessary in order to maintain a proper standard of service.
- 2.5.2.4. The Customer is required to provide adequate building space, lighting and atmospheric control for the proper installation, operation and maintenance of the equipment and facilities placed by the Company on his premises.
- 2.5.2.5. When Company equipment, installed on the Customer's premises, requires power for its operation, the Customer is required to provide such power. The Customer is required to provide adequate commercial power, wiring, electrical outlets, and environmentally appropriate conditions necessary for the proper operation of the Company's equipment on the Customer's premises.
- 2.5.2.6. The Customer is responsible for arranging access to its premises at times mutually agreeable to the Company and the Customer when required for the Company's personnel to install, repair, maintain, program, inspect or remove equipment with the provision of the Company's services.
- 2.5.2.7. The Customer shall ensure that the equipment and/or resistent is properly interfaced with Company facilities or services, that the signals example the Company's network are of the proper mode, bandwidth, power, and signal evel

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for the intended use of the Customer and in compliance with the criteria set forth in this Tariff and any service agreement between the Customer and the Company and that the signals do not damage equipment, injure personnel, or degrade service to other Customers. If the Federal Communications Commission or some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with interstate communications service, the Company will permit such equipment to be connected with its channels without use of protective interface devices. If the Customer fails to maintain the equipment and/or the system properly, with resulting imminent harm to Company equipment, personnel, or the quality of service to other Customers, the Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the Company may, upon five (5) days written notice via first class U.S. mail, terminate the Customer's service.

2.5.3. SPECIAL TAXES, FEE'S, CHARGES

- 2.5.3.3. Rate schedules of the Company in Kentucky do not include any municipal, license, franchise, or occupation tax, costs of furnishing service without charge, or similar taxes or impositions on the Company.
- 2.5.3.4. A monthly surcharge to recover the additional expense related to any municipal, license, franchise, or occapation tax, costs of furnishing service without charge, or similar taxes will be added to Customer bills for all recurring and nonrecurring rates and charges for all intrastate service except returned check charges and late payment charges.
- 2.5.3.4.4. Introduction, cancellation or modification of a surcharge will be effective on the date of the Customer's first bill rendered after the effective date of the change.

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2.6. Promotional Offerings

2.6.1. The Company, from time to time, may make promotional offerings of its services, subject to Commission approval, which may include waiving or reducing the applicable charges for the promoted services. Promotions will be filed as separate tariff sheets under this section 2.6. All promotions will be limited in duration, and will identify a definite, reasonable time period during which the promotion will be in effect. A promotion may also be limited as to the locations where the offerings are made. A promotion may also, if so designed, provide for its conclusion upon the occurrence of a promotion-related event that is reasonably certain to occur, although the timing may not be certain.

2.6.1.3. Nonrecurring Charges

During specific promotional periods, the offer may be made to reduce nonrecurring charges on a non-discriminatory basis.

2.6.1.4. Recurring Rates and Charges

For the purpose of encouraging Customers to try different telecommunications services, the Company may offer promotional programs. The purpose of these programs is to waive or reduce recurring rates or charges to introduce present or potential Customers to SCC's product(s) or service(s) not currently being received by the Customer. The Company may also offer incentives or other benefits to Customers to encourage the purchase or retention of any such service or product. Any such offers will be made on a non-discriminatory basis but are subject to service and facility availability and are subject to Commission rule requirements and state statutes.

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2.7 Customer Bill Contents

- 2.7.1 Customer Specific Billing Invoices will be issued that contain:
 - Name and Address of SCC Communications Corp.
 - Invoice Date.
 - Invoice No.
 - Customer No.
 - Terms
 - Description of Service Provided
 - Quantity
 - Unit price
 - Extended price
 - Bill Subtotal
 - Sale Tax or other Taxes
 - Total
 - Bill Due Date
 - Toll free number for customers to contact the Company (877-856-7504)

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3. THIS SECTION IS RESERVED FOR FUTURE USE

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5. SCC 9-1-1 SafetyNetSM SERVICES

5.1 General Regulations

SCC 9-1-1 SafetyNetSM services are telecommunications services that permit a Public Safety Answering Point (PSAP) designated by the authorized Public Agency to receive emergency calls placed by dialing the number 9-1-1 or emergency calls originated by personal safety devices terminating at a designated service bureau and requiring public safety assistance. The services include the use of an enhanced coordinate routing call management system (CRDB) and may include the facilities required to transport and deliver the call to the appropriate 9-1-1 Selective Routing Landem for delivery to the PSAP.

- 5.1.1 SCC 9-1-1 SafetyNet is differed subject to the availability of facilities.
- 5.1.2 The SCC 9-1-1 SafetyN:t Customer may be a Public Agency, Local Exchange Carrier (LEC), Wireless Services Provider (WSP), or a Telematics-type service provider.
- 5.1.3 Three types of SCC 9-1- SafetyNet service are offered:
- 5.1.3.1 LEC Emergency Call Support;
- 5.1.3.2 WSP Emergency Call Support; and
- 5.1.3.3 Telematics Emergency Call Support.

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5.2 SCC 9-1-1 SafetyNetSM Service Features

5.2.1 LEC Emergency Call Support Service

LEC Emergency Call Support service allows a LEC to connect all emergency call traffic to redundant SCC switches with the standard interfaces of CCSS7 ISUP, Feature Group D (FGE), Enhanced Multi-frequency (EMF), and Centralized Automated Message Accounting (CAMA) 9-1-1 trunks. The ANI associated with the originating caller is utilized by the SCC ECN call management system to route calls to the appropriate Selective Routing Tandem. The SCC ECN subsequently delivers the voice call with the appropriate ANI to the 9-1-1 Selective Routing Tandem for ultimate call delivery to the appropriate PSAP. Default routing, as designated by the Customer and SCC on an individual case basis, is also provided through the ECN with this service.

5.2.1.1 Rates and Charges

Maximum Nonrecurring Charge	Maximum Monthly Charge
ICB	ICB

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5.2.2. WSP Emergency Call Support Service

WSP Emergency Call Support service allows a Wireless Service Provider to deliver all emergency Call traffic to the appropriate 9-1-1 Selective Routing Tandem. This service may be provided on an unbundled basis. The WSP may: (1) utilize only the SCC CRDB to obtain call routing information; or, (2) may utilize the SCC CRDB and the SCC ECN to obtain call routing information and SCC transport to deliver talls to the appropriate 9-1-1 Selective Routing Tandem.

5.2.2.1 Rates and Charges for WSP Emergency Call Support Services:

	Maximum Nonrecurring Charge	Maximum Monthly Charge
CRDB Only	ICB	ICB
CRDB and ECN	ICB	ICB

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5.2.3. Telematics Emergency Call Support Service

- 5.2.3.1. Telematics Emergency Call Support (TECS) service can accommodate voice only, data only, or voice and data combined. The Telematics service provider will receive the initial emergency call and extend the call to SCC's ECN. The TECS service will access the SCC CRDB component of the service and provide to the Telematics provider call nouting information for a voice only or a voice and data call. The unique call-processing configuration, utilized by the Telematics service provider, will determine the combination of 911 TECS services necessary for call delivery to the appropriate PSAP.
- 5.2.3.2. The Telematics service provider may: (1) use the SCC ECN for the transport of voice calls extended from the Telematics service bureau to SCC for delivery to the appropriate 9-1-1 Selective Routing Tandem; and (2) forward, manually or electronically, send a data message set or datagram with the location information to SCC's ECN, which in turn will deliver the call to the appropriate PSAP.
- 5.2.3.3. Data-only calls will be extended from the Telematics provider to SCC's ECN. The Telematics provider will forward X-Y coordinates to be used to SCC's ECN or CRDB to determine the location of the appropriate PSAP. SCC's ECN will deliver the data-only packet to the appropriately equipped PSAP. Because no voice is associated with his call, the call will bypass the 9-1-1 Selective Routing Tandem.

5.2.3.4. Rates and Charges

Maximum Nonrecurring	Maximum Monthly	
Charge	Charge	
ICB	ICB	

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6. SERVICE AREAS

6.1 Legal Descriptions and Maps

The Company hereby intends to provide its services throughout the State of Kentucky.

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